



SACHI A. HAMAI  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

*"To Enrich Lives Through Effective And Caring Service"*

Board of Supervisors  
HILDA L. SOLIS  
First District

MARK RIDLEY-THOMAS  
Second District

SHEILA KUEHL  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

June 21, 2016

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

10 June 21, 2016

LORI GLASGOW  
EXECUTIVE OFFICER

**FORT MOORE PIONEER MONUMENT REFURBISHMENT PROJECT  
ACCEPT CITY OF LOS ANGELES PROPOSITION K – GRANT FUNDING  
APPROVE APPROPRIATION ADJUSTMENT AND REVISED PROJECT BUDGET  
CAPITAL PROJECT NO. 87230  
(FIRST DISTRICT)  
(4 VOTES)**

### SUBJECT

Approval of the recommended actions will authorize the acceptance of City of Los Angeles Proposition K - Los Angeles for Kids Program grant funding to restore the Fort Moore Pioneer Memorial Fountain, approve the appropriation adjustment, and revise the total project budget for the Fort Moore Pioneer Monument Refurbishment project, Capital Project No. 87230.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Find the recommended actions within the scope of the previous finding of exemption under the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Direct the Chief Executive Officer, or her designee, to execute, and submit all documents that are required to accept the City of Los Angeles Proposition K - Los Angeles for Kids Program grant funding for the refurbishment of the Fort Moore Pioneer Memorial Fountain, including a cooperation agreement with the City of Los Angeles.
3. Delegate authority to the Chief Executive Officer, or her designee, to prepare, execute, and submit all documents that are required to apply for maintenance funding through the annual Los Angeles for Kids Proposition K Maintenance Funding Grant process, and accept grant funds for the Fort Moore

Pioneer Memorial Fountain.

4. Approve the appropriation adjustment in the amount of \$500,000 in City of Los Angeles Proposition K – Los Angeles for Kids Program grant funds for the Fort Moore Pioneer Monument Refurbishment Project, Capital Project No. 87230.

5. Approve the revised total project budget of \$4,600,000 for the Fort Moore Pioneer Monument Refurbishment Project, Capital Project No. 87230.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will authorize the Chief Executive Officer (CEO) to sign the Fort Moore Pioneer Memorial Cooperation Agreement with the City of Los Angeles in substantially similar form to the attached, and accept City of Los Angeles Proposition K - Los Angeles for Kids Program grant funding for the refurbishment of Fort Moore Pioneer Memorial Fountain, and increase the project budget. The Fort Moore Pioneer Monument (Monument) is located on County property at 501 North Hill Street in the City of Los Angeles.

#### **Project Background**

The Monument was commissioned by the County of Los Angeles (County), City of Los Angeles (City), Los Angeles Board of Education, and Los Angeles Department of Water and Power, and was dedicated in 1957. The Fort Moore Pioneer Monument includes, but is not limited to: 1) a large terra cotta memorial wall panel that depicts various themes in the historical development of Los Angeles; 2) an 80-foot-long fountain; 3) a 237-foot-long brick facade wall; 4) a 68-foot-high free-standing pylon with an American eagle relief; and 5) a low terra cotta inscription wall. The fountain was decommissioned in 1977 as a water conservation measure during a drought.

On October 14, 2014, the Board established the Fort Moore Pioneer Monument Refurbishment Project (Project), Capital Project No. 87230; approved the Project budget of \$4,100,000; and authorized the Department of Public Works (Public Works) to deliver the Project. The Project scope includes the repair, reconstruction, and restoration of the Monument and Fountain, including upgrading the electrical service; replacing the pump, mechanical equipment and plumbing; repairing the ceramic tile and upper/lower pool reservoirs for the waterfall fountain; repairing and restoring the terra cotta and brick facade wall panels and pylon; upgrading the security and decorative lighting; repairing and replacing the handrails, guardrails, walkways, and stairs; installing security fencing to prevent public access to restricted areas of the Monument; and providing disabled access from the sidewalk area on Hill Street to the Monument. Also, trees in poor health will be removed, and up to five new trees will be planted as part of the Project.

Following the Board's approval of the Project, the Proposition K: Los Angeles for Kids Steering Committee recommended, and on May 10, 2016, the City Council authorized the City Engineer to negotiate and execute a Cooperation Agreement with the County to provide for the County to restore the Fountain, and to authorize payment to the County of no more than Five Hundred Thousand Dollars (\$500,000.00) in City of Los Angeles Proposition K funds for the restoration of the Fountain.

The Project is being administered by Public Works in consultation with the Arts Commission, and is currently in design.

Green Building/Sustainable Design Program

The Project will support the Board's Policy for the Green Building/Sustainable Design Program to the extent feasible by incorporating sustainable design features to optimize energy and water use efficiency. Acceptance of the grant will further these efforts.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Operational Effectiveness/Fiscal Sustainability (Goal 1), Community Support and Responsiveness (Goal 2), and Integrated Services Delivery (Goal 3). These recommendations support the Strategic Plan by investing in public infrastructure that will enhance cultural opportunities for County and City residents.

### **FISCAL IMPACT/FINANCING**

The total Project cost estimate of \$4,600,000 includes plans and specifications, plan check, construction, equipment, consultant services, civic art fee, miscellaneous expenditures, and County services.

The Project will be funded with \$4,100,000 of prior year net County cost, and \$500,000 of grant funding from the City of Los Angeles Proposition K - Los Angeles for Kids Program.

Approval of the appropriation adjustment for the Project, Capital Project No. 87230, in the amount of \$500,000, offset with revenue from the City of Los Angeles Proposition K – Los Angeles for Kids Program grant funds, will provide sufficient appropriation in the Fiscal Year 2015-16 Capital Projects/Refurbishments Budget.

#### **Operating Budget Impact**

Following completion of the Project, CEO will determine the appropriate level of associated maintenance and operational costs, and will request funding as required. Upon completion of the Project, the County will be eligible to apply for Proposition K – Los Angeles for Kids Program maintenance funding, which may offset operating costs.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Board is authorized to accept grants, per Government Code Section 25207. The CEO will ensure compliance with Board Policy No. 4.070 to ensure full utilization of grant funds.

### **ENVIRONMENTAL DOCUMENTATION**

The Project was previously found to be categorically exempt from California Environmental Quality Act by the Board on October 14, 2014.

### **CONTRACTING PROCESS**

Public Works has utilized one of its Board-approved as-needed consultants for design, and anticipates using a Board-approved Job Order Contract (JOC) for the construction of the improvements. The Arts Commission has retained the services of an art conservation firm to perform a conservation assessment of the Monument, and to assist with the design and

implementation of the repair and restoration work in accordance with historical preservation standards.

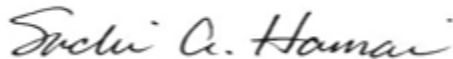
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will have no impact on current services or projects. The Monument will be closed to the public during construction of the improvements.

**CONCLUSION**

Please return one adopted copy of this Board letter to the Chief Executive Office, Capital Programs Division, and the Department of Public Works, Project Management Division I.

Respectfully submitted,

A handwritten signature in dark ink, reading "Sachi A. Hamai". The signature is written in a cursive, flowing style.

SACHI A. HAMAI

Chief Executive Officer

SAH:JJ:DPH

BMB:CY:RG:zu

Enclosures

c: Executive Office, Board of Supervisors  
County Counsel  
Arts Commission  
Public Works

COUNTY AGREEMENT NO. \_\_\_\_\_

CITY AGREEMENT NO. \_\_\_\_\_

FORT MOORE PIONEER MEMORIAL AKA  
FORT MOORE PARK HISTORIC FOUNTAIN  
RESTORATION (W.O. E170306A)  
501 NORTH HILL STREET, LOS ANGELES  
THOMAS GUIDE NO. 634G3  
LOS ANGELES CITY COUNCIL DISTRICT ONE  
FIRST SUPERVISORIAL DISTRICT

## **COOPERATION AGREEMENT**

This Cooperation Agreement ("Agreement"), is entered into by and between the COUNTY OF LOS ANGELES, a body corporate and politic (hereinafter referred to as COUNTY), and the Department of Public Works, Bureau of Engineering, for and on behalf of, the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as CITY).

### RECITALS

WHEREAS, the COUNTY owns fee title to certain property known as Fort Moore Pioneer Memorial Park (aka Fort Moore Park) located in the vicinity of 501 North Hill Street, in the City of Los Angeles (the "Park"), and is more particularly shown on Exhibit A, attached hereto and made a part hereof; and

WHEREAS, the COUNTY owns, operates and maintains all improvements at the Park, including a historic water fountain, known as the Fort Moore Fountain ("Fountain"); and

WHEREAS, the COUNTY, will be refurbishing the Park, and the refurbishment activities include the restoration of the Fountain (the "Project"); and

WHEREAS, on November 5, 1996, the voters of the CITY approved a ballot measure known as Proposition K: Los Angeles for Kids Program, which specified the restoration of the Fountain as a Proposition K project; and

WHEREAS, the CITY has agreed to reimburse the COUNTY for work completed to restore the Fountain in an amount not to exceed Five Hundred Thousand Dollars (\$500,000.00); and

WHEREAS, on March 31, 2016, the Proposition K: L.A. for Kids Steering Committee recommended, and on May 10, 2016, the Los Angeles City Council authorized the City Engineer to negotiate and execute an agreement with the COUNTY to provide

for the COUNTY to restore the Fountain, and to authorize payment to the COUNTY of no more than Five Hundred Thousand Dollars (\$500,000.00) in Proposition K funds for the Project; and

WHEREAS, In the administration of its duties as County Government the Board is authorized to accept grants, per Government Code section 25207 and the County will comply with Board Policy number 4.070 to ensure full utilization of grant funds.

WHEREAS, COUNTY and CITY desire to enter into this Agreement to memorialize the obligations of each party in regards to the Project.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by COUNTY and CITY, and of the promises herein contained, it is hereby agreed as follows:

### SECTION 1. Definitions

The following words and phrases that are used herein shall each have the meaning set forth opposite the same:

PROPOSITION K:

L.A. FOR KIDS: A ballot measure passed by and for the residents of the CITY on November 5, 1996

PROPOSITION K:

L.A. for KIDS STEERING  
COMMITTEE:

The governing body responsible for overseeing the Proposition K: L.A. for Kids program

PROJECT:

Restoration of the Fort Moore Park Historic Fountain

LVNOC:

Proposition K: L.A. for Kids Local Volunteer Neighborhood  
Oversee Committee (LVNOC)

### SECTION 2. Authorized Use

- 2.1. COUNTY reserves the right to use or allow others to use Park for any and all lawful purposes.
- 2.2. COUNTY acknowledges that the acquisition of any permits or other approvals for the development, construction, operation, maintenance, monitoring, use and repair of the Project required by other affected agencies, and the consent of any affected fee owner(s) other than CITY, are the responsibility of COUNTY.

### SECTION 3. Construction of Project

- 3.1. COUNTY understands and acknowledges that it is required to comply with the requirements set forth in the California Environmental Quality Act (CEQA) prior to implementing the Project and that the COUNTY shall be the lead agency with respect to any and all CEQA compliance related to the Project. In addition to its other indemnification obligations as specified below, the COUNTY hereby agrees to indemnify, defend and hold harmless the CITY and its elected and appointed officers, employees, and agents from and against any and all claims and/or actions related to the Project that may be asserted by a third party or public agency alleging violations of CEQA or CEQA Guidelines.
- 3.2. COUNTY agrees to prepare plans and specifications for the Project.
- 3.3. COUNTY shall construct the Project in compliance with all permits and applicable laws.
- 3.4. COUNTY shall bear all costs in connection with the design and construction of the Project, including all costs related to the preparation of the plans and specifications, the construction contract, and contract administration.
- 3.5. Within thirty (30) days of completion of construction, COUNTY shall provide a Notice of Completion or similar instrument to the CITY.
- 3.6. During construction of the project, CITY shall be allowed to visually inspect the Project to make sure that it conforms to the specified Proposition K Project scope, as shown in Exhibit B.

### SECTION 4. Service and Maintenance

- 4.1. COUNTY shall bear all costs in connection with the service and maintenance of the Project, except however, upon completion of the restoration of the Fountain, and commencement of operation of the Park, the COUNTY shall be eligible to apply, on an annual basis, for Proposition K maintenance funding, through the CITY's annual Proposition K - L.A. for Kids Program Maintenance Funding Grant process. Such maintenance funding, if awarded, may reimburse a portion of the COUNTY's maintenance costs for the Fountain.
- 4.2. COUNTY shall operate and maintain the Fountain for a period of ten (10) years following the issuance of the Notice of Completion or similar instrument ("Service and Maintenance Period").
- 4.3. The COUNTY's Maintenance shall include, at a minimum: (a) Ensure that the Fountain is maintained in a clean and sanitary manner; (b) Trash

receptacles shall be emptied and litter removed from the Premises at a frequency consistent with the County's Department of Parks and Recreation's maintenance guidelines; (c) Graffiti shall be referred to the County for removal and the County shall respond in a timely fashion, striving for removal within 3 business days upon notification and/or discovery

The COUNTY shall also make any necessary repairs to the restored Fountain if damage or problems arise, and such repairs shall be performed within thirty (30) days of discovery of the damage or problem, or the County shall provide the City a satisfactory plan for repairing such damage or problems within that time period, unless agreed to in writing by the parties hereto.

#### SECTION 5. Term

- 5.1. All design and construction hereunder shall be completed within three (3) years after the date of attestation of this Agreement.
- 5.2. This Agreement shall expire at the end of the ten (10) year Services and Maintenance period, as noted in Section 4.2 above, provided that the Fountain remains in operation for ten (10) years. The running of the ten-year period will be suspended for any period during which the Fountain is not in operation, and the expiration date will be extended to account for the period the Fountain is not in operation, provided that the operation of the Fountain meets any City, County, State, or Federal rules and/or regulations as it relates to water conservation.

#### SECTION 6 Reimbursement

- 6.1. CITY shall provide the COUNTY with a sum not greater than Five Hundred Thousand Dollars (\$500,000) in Proposition K funds for the Project on a reimbursement basis.
- 6.2. COUNTY shall forward to the CITY invoices, upon completion of each Payment Milestone, as shown in Exhibit C, the Schedule of Reimbursement, attached hereto, which clearly outlines the costs associated with the Project for which the COUNTY is seeking reimbursement. City shall reimburse the County within 30 days of receipt of an approved invoice, except however that the first invoice shall be paid within 45 days of receipt of an approved invoice.



## SECTION 7. Miscellaneous Terms and Conditions

- 7.1. COUNTY has made the necessary presentations of the proposed Project to the LVNOC.
- 7.2. COUNTY shall indemnify, defend, and hold the CITY and its respective officers, employees, and agents harmless from and against any claims, demands, liability, damages, costs, and expenses; including without limitation involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever, arising from or related to the construction of Project, or any portion thereof.
- 7.3. COUNTY and CITY shall have no other financial obligation to each other under this AGREEMENT, except as herein expressly provided.
- 7.4. COUNTY shall respond to public inquiries and complaints related to PROJECT.
- 7.5. This Agreement may be amended or modified only by mutual written consent of the parties.
- 7.6. The provisions of the Agreement shall be interpreted and enforced pursuant to the laws of the State of California.
- 7.7. Any notice to be given or document to be delivered by COUNTY or CITY to the other party may be delivered in person to either party or by private courier or may be deposited in the U.S. mail, duly registered or certified, with postage prepaid and addressed to the party for whom intended.
- 7.8. Any correspondence, communication, or contact concerning this Agreement shall be directed to the following:

CITY: Neil Drucker, Program Manger  
Recreational and Cultural Facilities Program  
Bureau of Engineering  
Department of Public Works  
1149 South Broadway, Suite 860  
Los Angeles, CA 90015

COUNTY: Ms. Chia-Ann Yen  
CEO Manager  
Chief Executive Office  
754 Kenneth Hahn  
Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

- 7.9 This Agreement sets for the entire agreement amongst the parties as it relates to the subject matter addressed herein, and may not be altered, amended or modified in any respect except by a writing duly executed by the parties. All earlier understandings or oral agreements concerning the subject matter hereof are superseded and are of no further force or effect.
- 7.10. The parties acknowledge and agree that the form and contents of this Agreement have been the subject of negotiations amongst the parties and their respective counsel, and that this Agreement will not be determined to have been drafted by any particular party, nor construed against the interest of any particular party, based on that party's purported draftsmanship of any particular provision, all of which provisions have been the product of a collective effort.
- 7.11. This Agreement may be executed in any number of counterparts each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument. Executed copies of this Agreement delivered pursuant to Section 7.8 above shall be as effective as an original to bind the parties.
- 7.12 The headings contained in this Agreement are for convenience of reference only and shall have no effect on the interpretation or operation hereof.

[Signature pages follow]

IN WITNESS THEREOF, County of Los Angeles by order of its Board of Supervisors has delegated to its Chief Executive Officer the authority to execute this Agreement on its behalf on the date and year written below. CITY has caused this Agreement to be executed by its duly authorized representative

**CITY OF LOS ANGELES, a Municipal Corporation acting by and through its Department of Public Works, Bureau of Engineering**

By Deborah Weinstock for  
Gary Lee Moore, City Engineer

Date: June 6, 2016

**APPROVED AS TO FORM:**  
**MICHAEL N. FEUER, City Attorney**

By [Signature]  
Deputy City Attorney

Date: 6/6/16

**ATTEST:**  
**Holly L. Wolcott, City Clerk**

By \_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_

**COUNTY OF LOS ANGELES, a body corporate and politic**

By \_\_\_\_\_  
SACHI A. HAMAI  
Chief Executive Officer

**APPROVED AS TO FORM:**  
**MARY C. WICKHAM**  
**County Counsel**

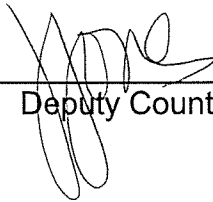
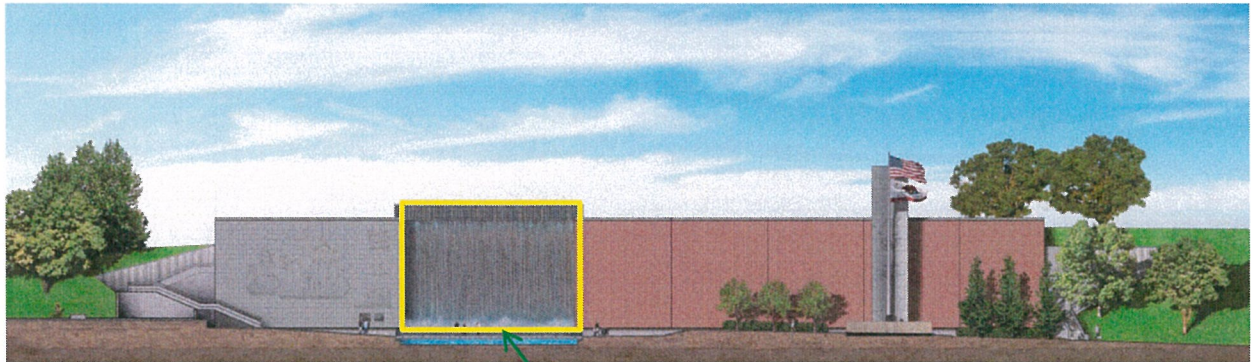
By  \_\_\_\_\_  
Deputy County Counsel

Exhibit A – Fort Moore Memorial Park Premises  
Exhibit B – Fountain Scope of Work  
Exhibit C – Schedule of Reimbursement

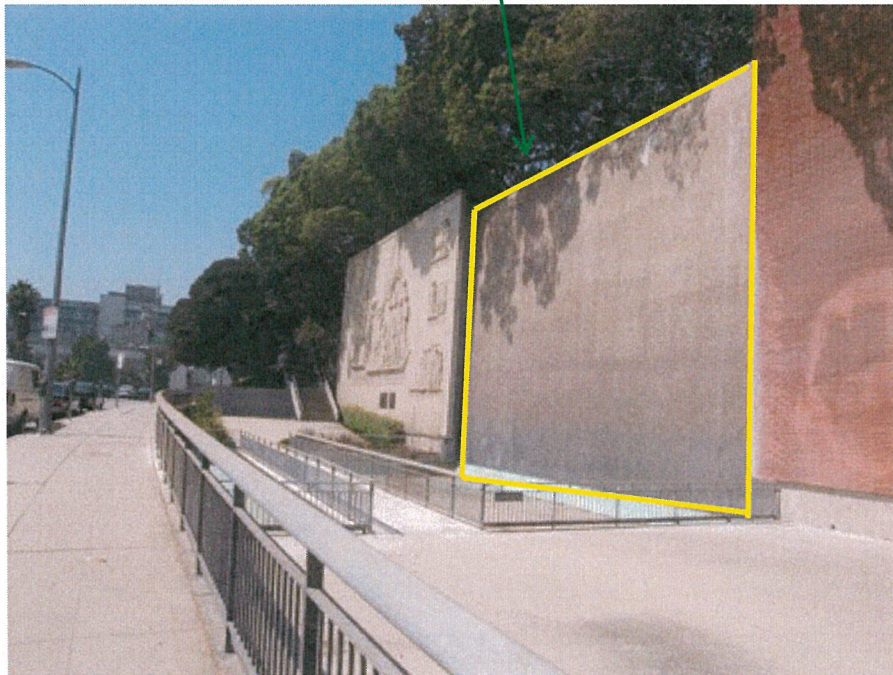
## Exhibit A

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### Fort Moore Pioneer Memorial (aka Fort Moore Park) Historic Fountain



Historic Fountain



## **Fort Moore Memorial Historic Fountain**

### **Design Program**

#### **Fountain Restoration**

The Fort Moore Pioneer Monument fountain restoration will consist of:

- upgrading the electrical service; replacing the pump, mechanical equipment and plumbing;
- repairing the ceramic tile for the waterfall;
- upgrading the lighting;
- repairing and replacing the handrails, guardrails, walkways, and stairs;
- select landscaping services related to dead, dying or diseased trees.

## EXHIBIT C

## FORT MOORE PARK - HISTORIC FOUNTAIN RESTORATION PROJECT Cooperative Agreement

## Schedule of Reimbursement

Work Description	Amount	%	%
<b>Design phase</b>			
50% completion	40,000	8%	
100% design completion	35,000	7%	
subtotal	\$ 75,000	15%	15%
<b>Construction phase</b>			
Mobilization	50,000	10%	
30% completion	100,000	20%	
60% completion	150,000	30%	
90% completion	100,000	20%	
Notice of Completion, Certificate of Occupancy or equiv.	25,000	5%	
subtotal	\$ 425,000	85%	85%
Total	\$ 500,000		100%

Date:



June 21, 2016

DEPT NO: 060

COUNTY OF LOS ANGELES

**REQUEST FOR APPROPRIATION ADJUSTMENT**

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

**AUDITOR-CONTROLLER:**

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

**ADJUSTMENT REQUESTED AND REASONS THEREFOR****FY 2015-16****4 - VOTES****SOURCES****USES**

VARIOUS CAPITAL PROJECTS

FORT MOORE PIONEER MONUMENT REFURBISHMENT

A01-CP-94-9923-65099-87230

OTHER GRANTS AND CONTRIBUTIONS / CAPITAL PROJECTS

INCREASE REVENUE

500,000

VARIOUS CAPITAL PROJECTS

FORT MOORE PIONEER MONUMENT REFURBISHMENT

A01-CP-6014-65099-87230

CAPITAL ASSETS - B &amp; I

INCREASE APPROPRIATION

500,000

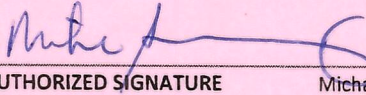
**SOURCES TOTAL****500,000****USES TOTAL****500,000****JUSTIFICATION**

Reflects the increase in Revenue and Appropriation of \$500,000 in grant funding from the City of Los Angeles Proposition K - Los Angeles for Kids Program for Fort Moore Pioneer Monument Refurbishment Project (CP # 87230).

**ADOPTED**BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

#10

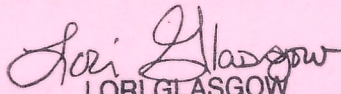
JUN 21 2016



AUTHORIZED SIGNATURE

Michael Samsing, Manager, CEO

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

  
 LORI GLASGOW  
 EXECUTIVE OFFICER

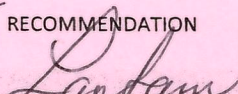
 REFERRED TO THE CHIEF  
 EXECUTIVE OFFICER FOR---
☐ ACTION☒ RECOMMENDATION

AUDITOR-CONTROLLER

B.A. NO. 205

BY

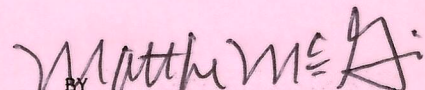
DATE

  
 June 7, 2016
☒ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE

  
 6/7/2016

SEND 3 COPIES TO THE AUDITOR-CONTROLLER